

June 21, 2024

BY ECF

Honorable John G. Koeltl
United States District Judge
Southern District of New York
500 Pearl Street
New York, New York 10007

**Re: *City of Almaty, Kazakhstan, et. al., v. Felix Sater, et. al.*,
Case No. 19 Civ. 2645 (JGK) (KHP)**

Dear Judge Koeltl:

We write on behalf of Defendants Felix Sater, Bayrock Group Inc. and Global Habitat Solutions Inc. to respectfully submit the attached proposed special verdict sheet, as requested by the Court this morning.

Respectfully,

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CITY OF ALMATY, KAZAKHSTAN
and BTA BANK JSC,

Plaintiffs,

-against-

FELIX SATER, et al,

Defendants.

19 Civ. 2645 (JGK) (KHP).

**DEFENDANTS' PROPOSED
SPECIAL VERDICT FORM**

RELEASE

1. Are the Plaintiffs' claims against Felix Sater released under Paragraph 10 of the Confidential Assistance Agreement?

YES – RELEASED _____

NO – NOT RELEASED _____

IF YES – ENTER VERDICT FOR SATER.

IF NO - GO TO NEXT QUESTION.

2. Are Plaintiffs' claims against BAYROCK GROUP released under Paragraph 10 of the Confidential Assistance Agreement?

YES – RELEASED _____

NO – NOT RELEASED _____

IF YES – ENTER VERDICT FOR BAYROCK.

IF NO - GO TO NEXT QUESTION.

3. Are Plaintiffs' claims against GLOBAL HABITAT released under Paragraph 10 of the Confidential Assistance Agreement?

YES – RELEASED _____

NO – NOT RELEASED _____

IF YES – ENTER VERDICT FOR GLOBAL HABITAT.

IF NO - GO TO NEXT QUESTION.

4. Are Plaintiffs' claims against MEM Energy Solutions released under Paragraph 10 of the Confidential Assistance Agreement?

YES – RELEASED _____

NO – NOT RELEASED _____

IF YES – ENTER VERDICT FOR MEM ENERGY.

IF NO - GO TO NEXT QUESTION.

CONVERSION

5. Was the Plaintiffs' claim against Felix Sater for Conversion filed within the applicable Statute of Limitations, or was it filed too late?

FILED IN TIME _____

FILED TOO LATE _____

6. Do you find that the **City of Almaty** proved by a preponderance of the evidence that the City of Almaty had a possessory right or interest in SPECIFIC IDENTIFIABLE FUNDS received by Felix Sater, which belongs to the City of Almaty and which Sater is obligated to return?

YES ____

NO ____

IF YES ANSWER #7.

IF NO GO TO #8.

7. What is the amount of the SPECIFIC IDENTIFIABLE FUNDS that Almaty has proven were taken from them by Sater.

\$ _____

8. Do you find that BTA BANK proved by a preponderance of the evidence that BTA BANK had a possessory right or interest in SPECIFIC IDENTIFIABLE FUNDS received by Felix Sater, which belongs to BTA BANK and which Sater is obligated to return?

YES ____

NO ____

IF YES ANSWER #9.

IF NO GO TO #10.

9. What is the amount of the SPECIFIC IDENTIFIABLE FUNDS that BTA BANK has proven were taken from them by Sater.

\$ _____

UNJUST ENRICHMENT

10. Were the Plaintiffs' claims against the Defendants for Unjust Enrichment filed in time under the applicable Statute of Limitations, or were they filed too late?

FILED IN TIME _____

FILED TOO LATE _____

IF TOO LATE, GO TO 19.

IF FILED IN TIME, GO TO 11.

11. Do you find that THE CITY OF ALMATY proved by a preponderance of the evidence that FELIX SATER was enriched at ALMATY'S expense and that it is against equity and good conscience to permit SATER to retain what is sought to be recovered?

IF YES, WHAT AMOUNT MUST SATER REPAY TO ALMATY?

12. Do you find that BTA BANK proved by a preponderance of the evidence that FELIX SATER was enriched at BTA BANK'S expense and that it is against equity and good conscience to permit SATER to retain what is sought to be recovered?

IF YES, WHAT AMOUNT MUST SATER REPAY TO BTA?

13. Do you find that THE CITY OF ALMATY proved by a preponderance of the evidence that BAYROCK was enriched at ALMATY'S expense and that it is against equity and good conscience to permit BAYROCK to retain what is sought to be recovered?

IF YES, WHAT AMOUNT MUST BAYROCK REPAY TO ALMATY?

14. Do you find that BTA BANK proved by a preponderance of the evidence that BAYROCK was enriched at BTA BANK'S expense and that it is against equity and good conscience to permit BAYROCK to retain what is sought to be recovered?

IF YES, WHAT AMOUNT MUST BAYROCK REPAY TO BTA?

15. Do you find that THE CITY OF ALMATY proved by a preponderance of the evidence that GLOBAL HABITAT was enriched at ALMATY'S expense and that it is against equity and good conscience to permit GLOBAL HABITAT to retain what is sought to be recovered?

IF YES, WHAT AMOUNT MUST GLOBAL HABITAT REPAY TO ALMATY?

16. Do you find that BTA BANK proved by a preponderance of the evidence that GLOBAL HABITAT was enriched at BTA BANK'S expense and that it is against equity and good conscience to permit GLOBAL HABITAT to retain what is sought to be recovered?

IF YES, WHAT AMOUNT MUST GLOBAL HABITAT REPAY TO BTA?

17. Do you find that THE CITY OF ALMATY proved by a preponderance of the evidence that MEM ENERGY was enriched at ALMATY'S expense and that it is against equity and good conscience to permit MEM ENERGY to retain what is sought to be recovered?

IF YES, WHAT AMOUNT MUST MEM ENERGY REPAY TO ALMATY?

18. Do you find that BTA BANK proved by a preponderance of the evidence that MEM ENERGY was enriched at BTA BANK'S expense and that it is against equity and good conscience to permit MEM ENERGY to retain what is sought to be recovered?

IF YES, WHAT AMOUNT MUST MEM ENERGY REPAY TO BTA?

MONEY HAD AND RECEIVED

19. Were the Plaintiffs' claims against the Defendants for Money Had and Received filed in time under the applicable Statute of Limitations, or were they filed too late?

FILED IN TIME _____

FILED TOO LATE _____

IF NO, GO TO #28.

IF YES, GO TO NEXT QUESTION.

20. Do you find that THE CITY OF ALMATY proved by a preponderance of the evidence that FELIX SATER knowingly received money belonging to THE CITY OF ALMATY; that SATER benefited from the receipt of ALMATY's money, and that it would be against equity and good conscience for SATER to keep the money.

YES ____

NO ____

IF NO, GO TO THE NEXT QUESTION.

IF YES, WHAT AMOUNT MUST SATER REPAY TO ALMATY? \$ _____

21. Do you find that BTA BANK proved by a preponderance of the evidence that FELIX SATER knowingly received money belonging to BTA BANK; that SATER benefited from the receipt of BTA's money, and that it would be against equity and good conscience for SATER to keep the money.

IF NO, GO TO THE NEXT QUESTION.

IF YES, WHAT AMOUNT MUST SATER REPAY TO BTA BANK? \$ _____

22. Do you find that THE CITY OF ALMATY proved by a preponderance of the evidence that BAYROCK knowingly received money belonging to THE CITY OF ALMATY; that BAYROCK benefited from the receipt of ALMATY's money, and that it would be against equity and good conscience for BAYROCK to keep the money.

IF NO, GO TO THE NEXT QUESTION.

IF YES, WHAT AMOUNT MUST BAYROCK REPAY TO ALMATY? \$ _____

23. Do you find that BTA BANK proved by a preponderance of the evidence that BAYROCK knowingly received money belonging to BTA BANK; that BAYROCK benefited from the receipt of BTA's money, and that it would be against equity and good conscience for BAYROCK to keep the money.

IF NO, GO TO THE NEXT QUESTION.

IF YES, WHAT AMOUNT MUST BAYROCK REPAY TO BTA? \$ _____

24. Do you find that THE CITY OF ALMATY proved by a preponderance of the evidence that GLOBAL HABITAT knowingly received money belonging to THE CITY OF ALMATY; that GLOBAL HABITAT benefited from the receipt of ALMATY's money, and that it would be against equity and good conscience for GLOBAL HABITAT to keep the money.

IF NO, GO TO THE NEXT QUESTION.

IF YES, WHAT AMOUNT MUST GLOBAL HABITAT REPAY TO ALMATY? \$

25. Do you find that BTA BANK proved by a preponderance of the evidence that GLOBAL HABITAT knowingly received money belonging to BTA BANK; that GLOBAL HABITAT benefited from the receipt of BTA's money, and that it would be against equity and good conscience for GLOBAL HABITAT to keep the money.

IF NO, GO TO THE NEXT QUESTION.

IF YES, WHAT AMOUNT MUST GLOBAL HABITAT REPAY TO BTA BANK? \$

26. Do you find that THE CITY OF ALMATY proved by a preponderance of the evidence that MEM ENERGY knowingly received money belonging to THE CITY OF ALMATY; that MEM ENERGY benefited from the receipt of ALMATY's money, and that it would be against equity and good conscience for MEM ENERGY to keep the money.

IF NO, GO TO THE NEXT QUESTION.

IF YES, WHAT AMOUNT MUST MEM ENERGY REPAY TO ALMATY? \$

27. Do you find that BTA BANK proved by a preponderance of the evidence that MEM ENERGY knowingly received money belonging to BTA BANK; that MEM ENERGY benefited from the receipt of BTA's money, and that it would be against equity and good conscience for MEM ENERGY to keep the money.

IF NO, GO TO THE NEXT QUESTION.

IF YES, WHAT AMOUNT MUST MEM ENERGY REPAY TO BTA BANK? \$

UNCLEAN HANDS

28. Do you find that BTA's claims against the Defendants are barred by the doctrine of Unclean Hands due to the inequitable conduct of BTA Bank?

YES ____

NO ____

29. Do you find that ALMATY's claims against the Defendants are barred by the doctrine of Unclean Hands due to the inequitable conduct of ALMATY?

YES ____

NO ____